

 <p>Bhakra Beas Nation's Pride</p>	<p align="center">भाखड़ा ब्यास प्रबन्ध बोर्ड (विद्युत खण्ड) मुख्य अभियन्ता, प्रणाली परिचालन/योजना एवं रूपांकन(पीपी), बीबीएमबी, मध्य मार्ग, प्लॉट 6-बी, सैक्टर-19बी, चण्डीगढ़-160019 : टैलीफोन/फैक्स नं०. 0172-5046571 E-mail: dirpd@bbmb.nic.in</p>	
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To

REGD A.D.

M/s. PCI Ltd,
PRIME TOWER
287-288, Udyog Vihar Phase –II
Gurgaon (Haryana)-122015

Fax No. 0124 – 4871698,
4871699

Memo No.1570 /PHD/P&C-154

Dated 30/04/2013

Subject:- Supply, Delivery, Testing & Demonstration of 1 No. Circuit Breaker Operational Analyzer alongwith Dynamic Contact Resistance Meter (DCRM) for Pong Power House, Talwara against NIT no 321/PHD/P&C-154 dated 3/8/2012 (Part –I opened on 12/09/2012 and (Part-II) opened on 26/11/2012), Specification No. BBMB/PHD/P&C-235

Dear Sirs,

Please refer to your offer submitted online on BBMB E-portal i.e.

<http://bbmb.abcpurchase.com> against NIT No.321/PHD/P&C-154 dated 03/8/2012 and following subsequent correspondence on the subject cited above which are as listed below:-

- | | |
|--|------------------------|
| i) This office memo no. 3552/PHD/P&C-154 | dated 19/09/2012 |
| ii) Your office letter no.PCI/8(99)/CHD/2012 | dated 15/10/2012 |
| iii) This office memo no. 679/PHD/P&C-154 | dated 04/03/2013 |
| iv) Your office PCI/CHD/8(99)/2013 | dated 05/03/2013 |
| v) This office memo no.1158-59 /PHD/P&C-157 | (LOI) dated 25/03/2013 |

A detailed Purchase Order is hereby placed upon you for Supply, Delivery, Testing & Demonstration of 1 No. Circuit Breaker Operational Analyzer (Model TM1760; MEGGER Make) alongwith Dynamic Contact Resistance Meter (DCRM) for Pong Power House, Talwara at the Prices, Terms and Conditions as detailed hereunder and in **Annexure – A-I & A-II,B,C,D & E and Appendix – I & II.**

1. SCHEDULE OF PRICES**Amount in Rs.**

S. No.	Description of Equipment	Qty.	Unit Ex-works price inclusive of P&F charges	Unit Freight & insurance Charges	Unit FOR Destination price Col (d+e)	Total FOR Destination price Col (f *c)
a	b	c	d	e	f	g
1.	Circuit Breaker Operational Analyser (Model TM1760; MEGGER Make) alongwith DCRM and essential accessories as per Technical Specification (Section-II) for Pong Power House (H.P)	1no	38,90,000	Nil	38,90,000	38,90,000
Total						38,90,000/-
(Rupees Thirty Eight Lac Ninety Thousand Only)						

NOTES:-

- The Excise Duty is not applicable. If applicable later on, shall be payable by firm.
- The above FOR destination prices are exclusive of CST, Octroi, Entry Tax/ Other Levies, which are payable as per actuals at the time of delivery but limited to the rates prevailing within the contractual delivery period. Present rate of CST is 2% against Form 'C'.
- Testing and demonstration of test sets shall be carried out by the firm at site, without any extra charges.
- The Bill of Material of above said equipments is attached as **Annexure-E**.
- Bank charges, if any, shall be borne by supplier.

2. TERMS OF PAYMENT**➤ For supply of material**

100% payment along with taxes and duties within 30 days after the receipt of material at site in good condition and according to specification, physical verification, successful inspection & demonstration and record entry by the respective consignees in the relevant GR/MB.

➤ Bank charges will be borne by the supplier.**3. PENALTY CHARGES**

The penalty charges shall be governed by Clause no. 3 of **Annexure-B**.

4. DELIVERY PERIOD

The delivery of the equipments shall be governed by Clause no.1 of **Annexure-B**.

5. **WARRANTY DEED**

The Supplier shall furnish Warranty Deed on the Proforma attached as Appendix-I as per clause no. 8 & 9 of **Annexure-B**.

6. **PERFORMANCE BANK GUARANTEE (PBG)**

The Supplier shall furnish Performance Bank Guarantee on the Proforma attached as Appendix-II as per clause no. 10 of **Annexure-B**.

7. **SECURITY DEPOSIT**

The Earnest Money Deposit (EMD) furnished by the Supplier with the offer shall be converted into security deposit as a Guarantee for faithful and satisfactory execution of purchase order upto warranty period.

8. **TECHNICAL REQUIREMENT**

The equipment to be supplied shall be in accordance with BBMB Specification No. BBMB/PHD/P&C-235, read with supplier's offer and subsequent correspondence which shall form part of this purchase order. The Guaranteed Technical Particulars (GTPs) and salient features of the equipments mentioned above are attached at **Annexure –A-I & A-II respectively**.

9. **TRAINING**

The supplier shall provide atleast three days training free of cost at BBMB's Pong Power House, Talwara to the staff to make them well conversant with the equipment during inspection and demonstration of offered test set. Minutes of Meetings mentioned in Clause no. 11 below shall contain reference to this aspect.

10. **LITERATURE AND MANUAL**

The supplier shall supply Literature/User manual (**Three set**) having Operation, Maintenance and troubleshooting instructions alongwith schematic/circuit diagrams if any, of offered equipment(s) to the purchaser. **One set** of literature of equipment(s) being offered /CD (DVD) shall be supplied **alongwith intimation for the readiness of equipment** to the Purchasing Authority and other sets /CD (DVD) shall be dispatched alongwith the equipment. In case, literature is available on soft copy only, then same shall also be supplied.

11. **INSPECTION & DEMONSTRATION**

Inspection and Demonstration of test set shall be carried out at sites. Successful bidder shall arrange demonstration and inspection of offered test sets alongwith accessories to check functionality/suitability of system in accordance with specification at BBMB Pong Power House, Talwara for said test set without any additional cost to purchaser. Any device/accessory except test specimen required for inspection shall be arranged by the supplier. **One set of literature of equipment(s) being offered / CD (DVD) and Calibration Certificate(s) shall be supplied alongwith intimation for the inspection to the Purchasing Authority. Without literature and Calibration Certificate, inspection call may be treated as invalid.** The final acceptance shall be conveyed after receipt of successful inspection & demonstration report from O/O S.E/Pong Power Houses Circle, BBMB, Talwara. **The equipment or part of equipment which fails during inspection & demonstration will be liable for rejection.**

12. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per dispatch instructions. The material shall be dispatched by Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claims for shortages/damages etc. if any during transit with supplier within 30 days of receipt of material. The settlement of such claim with the underwriters shall be supplier's responsibility. In such an event the consignee shall obtain an open delivery and certification from the Carrier.

13. COMPLETENESS OF THE EQUIPMENT

All accessories & apparatus whether specifically mentioned in the specification or not, but which are actually necessary for the completeness of the testing equipment, shall be deemed to have been included in the specification contract without any extra cost. All equipment shall therefore be complete in all respects/details whether such details are specified or not.

14. DESPATCH INSTRUCTIONS

- i) The material shall be despatched after obtaining written despatch authorization from the purchaser. The material shall be despatched correctly to the consignee, under intimation to this office. If any consignment and/or its relevant documents are despatched to any incorrect address or destination, the additional expenses involved including demurrage, wharfage charges and delay in delivery shall be to the supplier's account.
- ii) The material shall be despatched as per 'Despatch Instructions' detailed in **Annexure- D** enclosed.
- iii) Despatch Instructions and the raising of invoices shall further be governed as per **Annexure-D**.

15. OTHER TERMS AND CONDITIONS

Other terms and conditions shall be as per the **Annexure-B** enclosed and to the extent modified by the provisions outlined above.

You are requested to acknowledge the receipt of this purchase order and return one copy of the same duly signed on each page of the purchase order by your authorized representative at the earliest in token of your unconditional acceptance of the same.

DA:-

1. Two Spare copies of P.O.
2. Annexure A-I & A-II, B, C, D & E
3. Appendix-I & II

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Dy. Chief Engineer/P&D(PPs).
BBMB (PW), Chandigarh
30/4/13

पृष्ठांकन स0. 1571-81/पीएचडी/पी एण्ड सी-154

दिनांक 30./4/13

1. विशेष सचिव ,बीबीएमबी ,चण्डीगढ़ ।
2. मुख्य अभियन्ता/प्रणाली परिचालन ,बीबीएमबी ,चण्डीगढ़।
3. प्रमुख अभियन्ता/ उत्पादन ,बीबीएमबी ,नंगल।
4. वित्तीय सलाहकार एवं मुख्य लेखा अधिकारी, बीबीएमबी, चण्डीगढ़।
5. अधीक्षण अभियन्ता/ पौंग विद्युत गृह, बीबीएमबी(विद्युत खण्ड) तलवाडा।
6. Works Section O/O मुख्य अभियन्ता/प्रणाली परिचालन ,बीबीएमबी ,चण्डीगढ़।
7. वरि0कार्याकारी अभियन्ता/इलैक्ट्रीकल मेन्टीनैन्स,पौंग विद्युत गृह, बीबीएमबी(विद्युत खण्ड) तलवाडा।
8. स्थानीय अभियन्ता/पौंग विद्युत गृह, बीबीएमबी(विद्युत खण्ड) तलवाडा।
9. वरि0. लेखा अधिकारी, बीबीएमबी, मध्य मार्ग ,सैक्टर-19 बी ,चण्डीगढ़।
10. वरि0. लेखा अधिकारी, बीबीएमबी, तलवाडा।
11. उप मण्डल अधिकारी/स्टोर सब डबीजन ,बीबीएमबी (विद्युत खण्ड) तलवाडा।

इस खरीदारी को बीबीएमबी पावर विंग की मिडल स्तर क्रय समिति की दिनांक 06.03.2013 को हुई बैठक में स्वीकृति प्रदान की गई है जी, तथा वरि0. लेखा अधिकारी, बीबीएमबी, चण्डीगढ़ द्वारा क्रय आदेश को फाईल स0. पीएचडी/पी एण्ड सी-154 के टिप्पणी के नोटिंग पन्ना स0. 31 पर प्री आडिट किया गया।

सलंगन/ उपरोक्तानुसार

0/00
उप मुख्य अभियन्ता/योजना एवं रूपांकन (पीपी)
बीबीएमबी, चण्डीगढ़।
30/4/13

ANNEXURE –A-I**Schedule of Guaranteed Technical Particulars**

			PCI Limited	
S.No.	Description	Required value	As offered by bidder	Remarks of bidder, if any
1	Name of manufacturer	Please specify	Megger	Megger
2	Model	Please specify	TM1760	TM1760
3	Trigger options	O,C,C-O,O-C,O-C-O	Complies	Complies
4	Timing Channel	Minimum 6Main+6 Resistive	Complies	Complies
5	Whether test set is capable of measuring timing of CB with 2 breaks per phase simultaneously in one CLOSE-OPEN operation? (Yes/No)	Yes	YES	YES
6	Aux. contact timing Channel	Minimum 6 (Dry+ Wet)	Complies	Complies
7	Best time resolution for main and resistive timing channel	100µSec.	Complies	25 Microseconds
8	Open and Close Coil current channels	Four - Capable of measuring three trip and one close currents simultaneously	Complies	Complies
9	Travel channel	3 Motions simultaneously	Complies	Complies
10	Analog channels for DCRM input	Suitable for connecting all DCRM units required for 3 pole CB with 2 breaks per pole	Complies	Complies
11	Whether test set is capable of measuring Input of Station battery? (Yes/No)	Yes	Yes	Yes
12	Whether test set is capable of measuring dynamic contact resistance of 3 pole Circuit breaker with 2 breaks per pole simultaneously in one CLOSE-OPEN operation? (Yes/No)	Yes	Yes	Yes
13	Maximum sampling speed	Not less than 20kHz	Complies	40KHZ
14	Whether test set has standalone functionality i.e. operatable without Laptop? (Yes/No)	Yes. If No, Laptop has to be included in scope of supply.	Yes	Yes
15	PC interface	USB/Ethernet/RS232	Ethernet	Ethernet
16	Whether test set has built in memory of its own? If yes, please specify capacity	Yes	YES	40GB Hard Disk

			PCI Limited	
S.No.	Description	Required value	As offered by bidder	Remarks of bidder, if any
	(Yes/No)			
17	Whether software provided is capable of analyzing and data management?(Yes/No)	Yes	Yes	Yes
18	Input Power	Single phase AC 230V \pm 10%,50 \pm 5%Hz	Complies	Complies
19	Breaker control contacts	Minimum 3 solid state with min.25Amp.DC rating of each	Complies	Complies
20	Environment	For use in HV switchyards having temp. 0-50°C and Humidity level 10-80% Non condensing	Complies	Complies
21	Whether test set meets International Stdts. For Electromagnetic capability? If yes, please specify (Yes/No)	Yes	EMC2004/108/EC,LVD 2006/95/EC	EMC2004/1/08/EC, LVD 2006/95/EC
22	Printer	Built-in Thermal or external printer	External	External
23	Plot length	Please specify	200ms to 200s	200ms to 200s
24	Dimensions and weight of test set	Please specify. Parameter is liable for scrutiny for ease of transportation	15.5Kg (515X173X 452 mm)	15.5Kg (515X173X 452 mm)

Dynamic Contact Resistance Measurement (DCRM)

			PCI Limited	
Sr. No	Description	Required value	As offered by bidder	Remarks of bidder, if any
1	Resistance measurement range	20 $\mu\Omega$ to not less than 1000 $\mu\Omega$	Complies	Complies
2	Accuracy	2%+1 $\mu\Omega$	Complies	Complies
3	Inbuilt current source	200Amp. Instantaneous	Complies	Complies
4	Dimension and weight, if not built-in	Please specify	Kit weight is 1.8Kg Cable - 0.9kg & include tr.case - 11kg (160x240x90mm)	Kit weight is 1.8Kg Cable - 0.9kg & include tr.case - 11kg (160x240x90mm)
5	Application field	HV substation	Complies	Complies
6	Environment	For use in HV	Complies	Complies

Dynamic Contact Resistance Measurement (DCRM)				
			PCI Limited	
Sr. No	Description	Required value	As offered by bidder	Remarks of bidder, if any
		switchyards having temp. 0-50°C and Humidity level 10-80% Non condensing		
7	Whether DCRM unit meets International Stds. for Electromagnetic capability? If yes, please specify (Yes/No)	Yes	Yes EMC-EN 61326:1997+A1:1998+A2:2001+A3:2003	Yes EMC-EN 61326:1997+A1:1998+A2:2001+A3:2003
8	Whether DCRM unit meets International Stds. for Vibration and shock? If yes, please specify	Yes	Yes Vibration IEC 60068-2 Shocks IEC 60068-2-27	Yes Vibration IEC 60068-2 Shocks IEC 60068-2-27
9	No. of DCRM units required for simultaneous measurement on 3 pole CB with 2 breaks per pole in one CLOSE-OPEN operation.	Please specify	Yes 3 units (6 channel)	Yes 3 units (6 channel)
10	Whether DCRM units as per 9 above are included in scope of supply? (Yes/No)	Yes	Yes	Yes

ANNEXURE –A-IISalient Features ofCircuit Breaker Operational Analyser And Dynamic Contact Resistance Meter

1. The Circuit Breaker operational Analyser and Dynamic Contact Resistance Meter shall be suitable for measuring, recording and printing graphically timings, mechanism movement, coil current rise and fall and auxiliary contact functioning of High voltage Circuit Breakers complete with all accessories including software for analyzing the results. The test set should conform to International Standards. The user programmable circuit breaker operational analyser should have built-in portable carrying case with waterproof casing and rugged construction for use in live 66kV/220 kV switchyards conditions.
2. The offered instrument should be able to test 220kV CGL make SF-6 circuit breakers (Model No. 200SFM-40), 220KV Siemens make SF6 circuit breakers (Model No. 3APIF1), 220kV ABB make ABCB (Model No.245-DLF-nc-2) , 220 kV Areva make SF 6 Breaker (Model No.GL314) and 66 kV ABB make SF6 breaker (Model No. EDFSK1-1).
3. The analyzer should be able to measure and record, breaker contact close and opening timings during close, trip, close -open, open-close and open-close-open operations.
4. The analyzer shall be specially designed for testing circuit breakers of all types and easy to operate. This shall be a portable instrument and can work under electromagnetic induction i.e. instrument is isolated from the effect of electro static and electromagnetic field present in live switchyards upto 220kV. The housing/casing shall be electromagnetically and electro statically shielded properly as per relevant international standards.
5. It shall be capable of testing parameters like motion/travel, coil currents, coil voltage, main contact timing, auxiliary contact timing, coil resistance for each phase etc.
6. It shall also measure static and dynamic contact resistance by injecting a minimum current of 200A DC simultaneously. The current injection set if external to main set shall be light in weight.
7. The analyser shall be capable of measuring timing of PIR (pre-insertion resistor contacts) with main contact measurement.
8. The analyser shall be capable of measuring timing of auxiliary contacts simultaneously.
9. The analyser shall have user friendly software for measurement and report generation. Software should be capable of analyzing data/results and trending in the field without the use of Laptop. Results shall be presentable graphically also. The analysis software shall have pre-defined and custom configurable circuit breaker templates for testing various types of CBs.
10. The analyser shall have USB/RS 232/Ethernet Port for interfacing to download/store data to a LAPTOP.
11. Data/Report generation, latest Microsoft Window based software for analysis/interpretation of results shall be provided free of cost in CD/DVD by the supplier.
12. Tests to be performed and data to be stored in the test report shall include contact timings (tripping/closing/C-O), contact/mechanism speed (travel/overshoot/rebound/damping), current characteristics of closing/ tripping coils, selectable delays between multiple operations like, CO, OC, OCO etc., current characteristics of spring charging motor along with charging time and voltage characteristics of closing/tripping coils during operation .
13. Set of test leads of sufficient length and of suitable insulation grade alongwith proper termination and connector shall be supplied with the set.
14. The test set shall be supplied alongwith the calibration certificates.

ANNEXURE –B**TERMS AND CONDITIONS OF BBMB****1. DELIVERY****1.1 Delivery period**

Supply of items as stipulated in this contract shall be completed by supplier within **14 weeks** from the date of receipt of technically and commercially clear order.

In case the supplier is unable to complete whole or any item of supply within stipulated period, for recognized reasons of 'Force Majeure' mentioned in clause 2 below, he shall be responsible to furnish well in time sufficient documentary evidence to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause 2, so as to justify grant of extension by the purchaser of the 'Delivery Period' mentioned above. Such extension will be granted by the purchaser for the period for which the completion of supply is proved, by the supplier, to have been delayed for the said reasons due to 'Force Majeure'. In case of delay in delivery, the dispatches shall be made only after obtaining written consent of the purchaser.

1.2 Extension of Delivery period

Any genuine delay in approval of technical details, drawings, issuance of amendment of purchase order, conducting inspection and approval of inspection tests/test certificates for allowing despatches, etc. will count towards extension of delivery period by corresponding period other than admissible under Force Majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

Date of delivery shall be taken as 7th day after the date of readiness of material for inspection in case of purchase orders up to Rs. 5 lac and 14th day after the date of readiness of material in case of purchase order more than Rs. 5 lac. provided the material offered passes the inspection and proof of despatch of material within seven days of the receipt of despatch authorization and road permit (wherever required) is given by the supplier. In case, however, the material fails during inspection at the works/site, as the case may be, either fully or partially or the material is not ready for inspection when the inspector visits the works for inspection, the re-inspection charges shall be recovered from the firm. The date of readiness of the material in this case will be reckoned with reference to the date from which the material/ equipment is offered to be ready for the re-inspection provided the material passes the inspection that follows the offer. The road permit shall be supplied by the consignee expeditiously to ensure the timely despatch of material. In case the material is not despatched within 7 days of the receipt of despatch authorization and the road permit (wherever required), date of delivery shall be taken as date of receipt of material by the consignee at site/store.

2. FORCE MAJEURE

The supplier shall not be liable for any penalty charges due to the delay in manufacture or delivery of material resulting from any causes beyond the supplier's reasonable control including but not limited to compliance with the regulations, orders or instructions of Central/State or Municipal Govt. or Agency thereto, Acts of God, acts of civil and military authorities, fires, floods, strikes, lockout, freight embargoes, war risks, riots and civil commotion's. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly

state the anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier, extension in the delivery period may be granted for the period for which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of Force Majeure subject further to the condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided, however, that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of Force Majeure circumstances, it shall be accepted by the purchaser and the cancellation will be without any liability for damages on the part of the supplier and without any payment of the compensation by the purchaser.

3. PENALTY CHARGES

If the supplier fails to abide by the provisions of the Clause 'Delivery Period', he shall be liable to pay @ ½% per week or part thereof of the ex-works delivery price excluding taxes and duties (but including freight and insurance charges where break-up of FOR destination price is not available) of such portion of material as has not been delivered within the 'Delivery Period' subject to maximum of 10% of the contract value of the delayed/undelivered portion of the material.

4. TERMS OF PAYMENT

4.1 For supply of material

100% payment along with taxes and duties within 30 days after the receipt of material at respective sites in good condition and according to specification, physical verification, successful inspection & demonstration and record entry by the respective consignees in the relevant GR/MB.

4.2 Bank charges will be borne by the supplier.

5. NEGLIGENCE

If the supplier neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable order(s) given in writing by the purchaser in connection with purchase order or contravenes the provisions of the Purchase Order, the purchaser may give 21 days Notice in writing to the supplier to make good the failure, neglect or contravention complained of and should the supplier fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case(s) the purchaser shall be at liberty to take the work wholly or partly out of the hands of the supplier and re-contract at reasonable price with any other person or persons. In such an event, it shall be lawful for the purchaser to retain any such balance which may otherwise be due by him to the supplier on any account including the amount of Bank Guarantee and apply the same towards the execution of whole or balance of the work so re-contracted, as aforesaid. If no such balance is due by the purchaser to the supplier or, if due is not sufficient to cover the amount thus recoverable from the supplier, it shall be lawful for the purchaser to recover the whole or balance of the amount from the supplier by the action of the law.

6. BANKRUPTCY

If the supplier shall commit any act of the bankruptcy or being a corporation commences to be wound up except for reconstruction purposes, or carry on its business under a receiver, the executors, successors or other representative(s) in law of the state of the supplier or any such receiver, liquidator, or any persons(s) in whom the contract may become vested, shall forthwith give notice thereof in writing

to the purchaser and shall for one month, during which the supplier shall take all reasonable steps to prevent stoppage of the work, have the option of carrying out the contract subject to the supplier providing such Guarantees as may be required by the purchaser but not exceeding the value of the work for the time being remaining un-executed. In the event of stoppage of the work, the period of the option under this clause shall be fourteen (14) days only. Provided that, should the above option not be exercised, the contract may be terminated by the purchaser by notice in writing to the supplier and the same powers and provisions reserved to the purchaser in the last preceding clause of taking the work out of the supplier's hands shall immediately become operative.

7. REPLACEMENT OF REJECTED MATERIAL

- i) Material found damaged, sub-standard defective or not conforming to the prescribed specifications in any manner at the consignee's end, shall not be accepted and an intimation to this effect shall be given to the supplier and the purchaser by the consignee. The supplier shall rectify or replace the defective/sub-standard material forthwith and in any case, within a period of 60 days from the date of intimation of rejected supplies. If the supplier fails to rectify or replace the defective/sub-standard material or make good the damages within the period specified above, the balance payment/Bank Guarantee as the case may be, shall be with-held until the defective material has been replaced by or the advance payment made in respect thereof refunded by the supplier. The purchaser shall reserve the right to get the defects/damages rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on supplier. The cost of rectification or balance of purchaser's claim against the supplier shall be adjusted from the supplier's pending dues and /or security deposits against this or any other contract in force and the balance of the cost/claim shall be recovered from the supplier by action of the law. All expenses involved in the replacement by way of handling, transportation, storage etc. shall be on supplier's account.
- ii) In respect of the defective/sub-standard supplies, the date on which such a supply is replaced, shall be reckoned as the effective date of delivery there against and the delay shall be worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalty for charges recoverable under Clause-3 above.

The provisions of sub-clause (i) and (ii) above shall apply mutatis mutandis, to the material found substandard or defective during the period of warranty.

8. WARRANTY

The supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the purchaser upto the destination, the whole or any part of the material which on normal and proper use proves defective in quality or workmanship, subject to the condition that the defects are noticed within 12 months from the date the material is commissioned/put to use or 18 months from the date of despatch whichever period may expire earlier. The consignee or any other officer of the purchaser actually using the material will give prompt notice of each such defect to the supplier as well as the purchaser. The replacement shall be effected by the supplier within a reasonable time but not in any case exceeding 60 days, from the date of intimation of defects. The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchaser shall reserve the right to dispose off the defective material in any manner as considered fit at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling etc. shall, however, be credited to the supplier's account and set off against any outstanding dues of the purchaser against the supplier.

These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

9. WARRANTY DEED

The supplier shall execute a Warranty Deed (on the standard Performa to be supplied by the purchaser), on a non-judicial stamp paper required for such deeds as per the relevant act of the State in which it will be executed and signed and shall be kept valid for the Warranty period as per clause-8 above. The Warranty Deed shall be supplied immediately after placement of purchase order.

10. PERFORMANCE BANK GUARANTEE

The supplier shall furnish a performance Bank Guarantee (on a standard Performa to be supplied by the purchaser) of the value of 10% of the contract to cover the satisfactory working of the material during the period of warranty as per Clause-8 above and it shall also be kept valid till such time any claim of the purchaser is pending against the supplier. The Performance Bank Guarantee shall be furnished by the supplier one month before the commencement of delivery.

11. TESTS AND INSPECTION

11.1 Standard Tests

All the equipment/material shall comply with the requirements of the 'Type Test'. Certified copies of all the test certificates/calculations/calibration certificates required shall be supplied to the purchaser for approval/acceptance. In case test certificate(s) for any of the type tests is found to be un-acceptable by the purchaser, the supplier shall arrange to carry out the said test(s) afresh without any extra cost to the purchaser.

11.2 Certificate of Tests & Inspection

When the tests and inspection have been satisfactorily carried out by the Inspector(s) at site, the test reports of each batch of supply shall be submitted in sixuplicate by the supplier to the Planning & Design (Power Plants) Directorate, BBMB (PW), Plot No. 6-B Sector 19-B Madhya Marg, Chandigarh-160019 for approval. The purchaser shall then convey approval of test reports.

11.3 Material destroyed during test

Material destroyed during tests shall not be counted against quantities to be supplied against the contract and no payment whatsoever shall be made for such material.

11.4 Consignee's right of rejection

Notwithstanding any approval which the Purchaser may have given in respect of the material, it shall be lawful for the consignee to reject the material or any part thereof on behalf of the purchaser within a reasonable time after actual receipt thereof by him if the material or any part thereof is not in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damage before despatch/delivery or during transit and the supplier shall be responsible for rectification of all the defects noticed by the consignee after receipt of material.

12. TRANSPORTATION, INSURANCE & HANDLING OF MATERIAL

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per dispatch instructions. The material shall be dispatched by Road 'Freight Pre-paid'. The purchaser shall have the right to lodge claims for shortages/damages etc. if any during transit with supplier within 30 days of receipt of material. The settlement of such claim with the underwriters shall be supplier's responsibility. In such an event the consignee shall obtain an open delivery and certification from the Carrier.

13. ARBITRATION

If at any time any question, dispute or difference whatsoever, shall arise between the purchaser and the supplier, upon or in relation to or in connection with the contract, either party may forthwith give to the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to award of two arbitrators, one to be nominated by the purchaser and the other to be nominated by the supplier or in the case of said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference and the decision of the arbitrators, or in the event of their not agreeing, of the umpire appointed by them shall be final and binding on the parties and the provision of the Indian Arbitration and Conciliation Act, 1996 of the rules there under and any statutory amendment/modification or re-enactment thereof, for the time being in force shall be deemed to apply and to be incorporated in the contract.

Such notice of the existence of any question, dispute or different in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment, failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

The work under the contract shall, if reasonably possible, continue during the Arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceedings.

14. CANCELLATION OF PURCHASE ORDER

The purchaser shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution of the order by the supplier is willful and detrimental to the interest of the purchaser. In case where after the commencement of manufacture, there is a willful delay on the part of the supplier to the manufacture/despatch of the material, the purchaser may cancel the order for whole/unexecuted portion after giving a notice of 15 days to the supplier.

15. JURISDICTION OF COURT

In case of any dispute between the parties, the Courts at Chandigarh only shall have the jurisdiction to settle/decide and adjudicate upon such disputes. Before approaching the court of law, any dispute or difference arising in connection with the contract shall be referred by either party for arbitration in accordance with Clause-13 above.

16. IMPORT LICENSE

Normally no import licence shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard. However, in case tender is submitted on FOB/FAS basis for the complete equipment necessary actual user's import licence will be arranged by the purchaser.

17. MATERIAL AND WORKMANSHIP

All the materials used in the manufacture of equipment shall be of the best quality obtainable of their respective kinds and the whole of the work shall be of the highest class, well finished and of approved design and make.

Castings shall be free from blow holes, flaws cracks or other defects and shall be smooth, close grained, and of true forms and dimensions.

18. INTER-CHANGEABILITY

Corresponding parts of Plant and Equipment shall be made to gauge or jig and shall be inter-changeable in every respect.

19. EXCISE DUTY & CENTRAL SALES TAX/STATE SALES TAX AND OTHER DUTIES/TAXES**A) Central Sales Tax/State Tax**

The Central Sales Tax/(Punjab, Haryana, Himachal Pradesh) Sales Tax will be paid extra at concessional rate against form 'C'/D' as applicable at the time of supply subject to rates prevailing within the contractual delivery period as per Clause-1 above. The supplier shall furnish original vouchers and or/following certificates duly recorded on the invoices and signed by the supplier:-

- i) Certified that the transaction, on which Sales Tax has been claimed, has been/shall be included in the return submitted/to be submitted to the Sales Tax Authorities for the assessment of the Sales Tax and the amount claimed from the purchaser has been/shall be paid to Sales Tax Authorities.
- ii) Certified that the goods on which Sales Tax has been charged have not been exempted under the Central Sales Tax Act or the rules made thereunder and the charges on account of Sales tax on these goods are correct under the provisions of the relevant act or rules made thereunder.
- iii) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of the sales tax paid by us.
- iv) Certified that we are registered as a dealer under the Central Sales Tax in the State of _____ and our Registration No. is _____ for the purpose of sales tax.

B) Excise duty

The payment of the Statutory excise duty if due, will be made extra at the rates given in the supplier's quotation limited to the rates prevailing within the contractual delivery period as per Clause-1 above and subject to furnishing of documentary proof of payment having been made by the supplier to the excise Department. The supplier shall also furnish the following certificates duly recorded on the invoices and signed by him while claiming payment of Excise Duty:-

- i) Certified that the sum of Rs. _____ (Rupees _____) towards excise duty has been paid to the Central Excise Authorities towards despatch of (Name of Materials) effected from _____ (Station) to _____ (Station) consigned to _____ under R.R/ G.R. No. _____ dated _____ vide Bill No. _____ dated _____.
- ii) Certified that the excise duty charged is at the prevailing rates and no part of the same is refundable. In case, any excise duty paid on this

- material, is refunded to the supplier, it will be passed on to the purchaser.
- iii) Certified that the goods, on which Excise duty has been charged, have not been exempted under the Central Excise Duty and the Central Excise duty charged on these goods is not more than what is payable under the provisions of the relevant act or rules made there under.
 - iv) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of Excise Duty paid by us

C) Octroi/Entry Tax and other duties/taxes

Octroi/Entry Tax and other duties /taxes, if leviable on the finished goods at the station of despatch at the time of supply shall be paid as actuals subject to production of original payment documents and subject to the rates prevailing within the contractual delivery period as per Clause-I above, if the same have not been included in the quoted prices. To avoid any complication, with regard to Octroi/entry tax at the destination station, the material shall be despatched in the name of consignee and not to self. However, Octroi charges as applicable at the destination station shall be borne by the purchaser.

D) Income Tax and Work Contract Tax

Income tax and work contract tax, as applicable at the time of execution of the contract shall be deducted at source by the paying authority.

E) Service Tax

Service tax as applicable at the time of execution of the contract/work subject to rates prevailing within the contractual delivery period shall be paid by the purchaser.

20. PACKING

All apparatus and equipment shall be securely packed for safe delivery at destination and the supplier shall be responsible for all losses or damages caused or occasioned, due to improper or defective packing. Double boxing to give extra protection to the equipment against mechanical injury shall be used, if required.

Our's is an **ISO 14001:2004 certified organization** and thereby expects that our supplier also employs environmentally sound practices. Therefore, packing material should be **biodegradable** in nature. Due care should be taken during handling and transportation for the prevention of pollution.

All parts requiring protection from moisture including polished parts which rust rapidly, shall be double boxed with trapper or in such other approved manner. All parts such as coils, parts containing coils for electrical machines, instruments, relays, meters etc. requiring utmost protection against moisture shall be packed in metal lined sealed boxes with trapper or sisal craft paper or any other approved material inserted between the metal lined box and the outer layer of boxing. All boxes shall be marked with signs indicating the up and down sides of the boxes and also unpacking instructions considered necessary by the supplier. The contents of the boxes shall have place marks corresponding to the number in the packing list to enable easy identification. The prices include packing charges also and as such, no extra payment shall be made on this account.

21. TRAINING

The supplier shall provide atleast three days training free of cost at BBMB's Pong Power House, Talwara to the staff to make them well conversant with the equipment during inspection and demonstration of offered test set. Minutes of Meetings mentioned in Clause no. 11(Page 3) shall contain reference to this aspect.

22. SIGNING OF PURCHASE ORDER

The supplier will be furnished with three copies of the purchase order. Two copies shall be retained by the supplier and the third copy of purchase order will be returned by the supplier to the purchaser after signing each and every page of the P.O. by his authorized representative in token of the unconditional acceptance of the purchase order. The supplier shall also furnish documentary proof evidencing that the signatory is an authorized representative of the supplier.

ANNEXURE-C**Method of Raising Invoice**

- i) None of the Equipments shall be dispatched without proper dispatch authorization to be issued by the purchaser. The particulars of the material to be dispatched should be furnished strictly as per **Annexure-E** attached here with.
- ii) All Equipments shall be consigned to the concerned SDOs as per the **Annexure-E**. The material shall be dispatched through Road transport only. The supplier shall be responsible for safe and satisfactory transport and delivery of the equipments up to FOR destination.
- iii) The invoice shall be prepared in six triplicate (6 copies). The **original copy** together with dispatch note/challan showing the amount due, name of concerned consignee, destination, description of consignment number of packages, packing list. Total weight of consignment, special markings thereon if any, vehicle no. if possible, alongwith the other supporting documents duly endorsed in favour of the concerned consignee and dispatch authorization issued by the purchaser and other required documents as per order shall be **sent to the consignee** as per **Annexure-D** alongwith the material . The **second copy** shall be sent to Sr. Account Officer, BBMB, Talwara as per **Annexure-D**, **Third copy** along with copy of dispatch note/challan shall be sent to consignee as mentioned in the **Annexure – D** direct in advance, **Fourth copy** to Resident Engineer, Pong Power House, BBMB (PW), Talwara Township (PB) as per **Annexure-D**. and **Fifth copy** to Superintending Engineer, Pong Power Houses BBMB(PW), Talwara and **Sixth copy** shall be sent to P.O purchasing authority
- iv) The supplier shall give at least 10 days advance notice before dispatch to the paying authority viz. Sr. Accounts Officer, BBMB, Talwara and consignees as per details given in **Annexure-D** and supply them a copy of the invoice for arranging funds and completion of other formalities, failing which demurrage charges shall be to the account of the supplier. Copies of such intimation shall be sent to the PO placing authority also.
- v) The payment shall be made by respective Sr. AO BBMB as the case may be through crossed Cheque drawn on Nationalized Bank at Talwara T/Ship as per **Annexure-D**. The invoices should bear the complete description of the equipment covered therein. It should be certified thereon.-
 - That all Equipments for which payment has been claimed in the invoice has actually been dispatched and payment for any item/material(if any) which has not been dispatched is not being claimed
 - That the requisite Performance Bank Guarantee and Warranty Deed as per the provision of the P.O. have been submitted and accepted.
 - The equipment shall be dispatched correctly to the consignee as per Provisions of P.O. Any delay in delivery on account of wrong dispatches and other consequent damages shall be to supplier's account

ANNEXURE – D

DISPATCH INSTRUCTIONS
for Circuit Breaker Operational Analyser for Pong Power House
Talwara (H.P)

<i>Sr. No.</i>	<i>Description</i>	<i>Qty.</i>	<i>Required for BBMB Station</i>	<i>Name of Consignee</i>	<i>Name of concerned Division</i>	<i>Name of Circle Office</i>	<i>Name of concerned payment authority</i>
1	Circuit Breaker Operational Analyser (Model TM1760; MEGGER Make) alongwith DCRM and essential accessories as per Technical Specification (Section-II) for Pong Power House (H.P)	1No.	Pong Power House, BBMB(PW) Sansarpur Terrace Teh. Dehra Distt. Kangra (H.P.) Pin 176501)	SDO/S&T Pong Power House, BBMB (PW), Sansarpur Terrace Teh. Dehra Distt. Kangra (H.P.) Pin 176501	Resident Engineer, Pong Power House, BBMB(PW), Talwara Township (PB) Pin 144216 (Tel No. 01883-236080)	Superintending Engineer, Pong Power Houses BBMB(PW), Talwara Township (Pb) (Tel No. 01883-236171)	<div>Sr. Accounts Officer, BBMB, Talwara</div> <div>Name of Bank: State Bank of India, Talwara</div>

TIN NO: 03451049200

ANNEXURE-E**BILL OF MATERIAL****for Circuit Breaker Operational Analyser for Pong Power House
Talwara (H.P)**

S. No.	Description	Quantity
1.	Circuit Breaker Operational Analyser (Model TM1760; MEGGER Make) alongwith DCRM and essential accessories	1no.
2.	Compatible External DeskJet Printer with suitable leads	1 no.
3.	Suitable Main Contact cable 15m long	6 nos.
4.	Suitable Auxiliary contact cable 6m long	2 nos.
5.	Suitable cable for coils 10m long	1set
6.	Crocodile clips and Banana plugs as per requirement	1set
7.	Suitable cables for DCRM 10m long	1set
8.	Linear transducers cum fixtures to measure contact travel characteristics suitable for following circuit breakers :- 220kV CGL make SF-6 circuit breakers (Model No. 200SFM-40), 220KV Siemens make SF6 circuit breakers (Model No. 3AP1F1), 220kV ABB make ABCB (Model No.245-DLF-nc-2) , 220 kV Areva make SF 6 Breaker (Model No.GL314) and 66 kV ABB make SF6 breaker (Model No. EDFSK1-1).	1 set
9.	Transducer mounting kit and accessories	1set
10.	Master Earthing cable	1 no.
11.	Mains supply cord	1 no.
12.	Spare fuses if any	10 nos.
13.	Rugged transport case for analyser and accessories	1no.
14.	Data – Report generation latest micro soft Windows based software for analysing on LAPTOP/PC on CD/DVD or HDD Back-up.	1no.
15.	Calibration Certificates	1Set
Note: These accessories are indicative in nature. Any other accessory required for carrying out functions as per specified requirement shall be deemed to be included in scope of supply, whether it is specifically mentioned or not.		

APPENDIX-I

WARRANTY DEED

(To be executed on the appropriate value of Non-Judicial Stamp Papers)

This warranty deed made this day the _____ between Messers (supplier's name) through _____ hereinafter referred to as "The supplier" which expression shall include its legal representatives, successors and assigns of the one part, and the Bhakra Beas Management Board, Chandigarh through Chief Engineer/System Operation, a statutory body constituted under Section 79 (1) read with Section-80 (6) of Punjab Re-organization Act, 1966 hereinafter referred to as " the Board" which expression shall include its successors and assigns of the other part.

Where as the Board has placed on the supplier P.O. No. _____ for the design, manufacture, testing, supply, delivery and commissioning of the material as specifically and fully described in the said P.O. and whereas the above said P.O. has been accepted and whereas the above said P.O. has been accepted by the Supplier vide their letter No. _____ thus constituting a legally enforceable contract between the parties above named.

NOW THEREFORE THIS DEED WITNESSTH AND THE SUPPLIER HEREBY WARRANTIES AS UNDER:-

That the supplier shall be responsible to replace free of cost, with no transportation or insurance cost to the Board upto the destination, as specified in the said P.O. or the Despatch instructions issued in pursuance of the said P.O. the whole or any part of the material which in normal and proper use proves defective in quality or workmanship subject to the condition that the defect is noticed within 12 months from the date the material is commissioned/put to use by the end user or 18 months from the date of dispatch whichever period may expire earlier. The consignees or any other representative of the Board actually using the material will give prompt written notice of each such defect to the supplier. The replacement shall be affected by the supplier within a reasonable time but not in any case exceeding 60 (Sixty) days. The supplier shall also arrange to remove the defective supply within a reasonable period but not exceeding 60days from the date of issue of the notice in respect thereof, failing which the Board shall reserve the right to dispose off the defective material in any manner considered fit by it at the sole risk and cost of the supplier. Any sale proceeds of the defective material after meeting the expenses incurred on its custody, disposal, handling

etc. shall however, be credited to the supplier's account and set off against any outstanding dues of the Board against the supplier.

That the above provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

The supplier further declares that this deed has been executed by its lawfully constituted attorney legally competent to sign and execute and has been stamped as required under the relevant Act of the State in which it has been executed & signed and that the warranty herein before contained shall not be affected by any change in the constitution of the supplier.

In witness whereof the parties hereto have executed this deed on the date and year first above mentioned.

Witness:-

- | | | |
|----|----------------------|------------------------------------|
| 1. | Signature:_____ | For and on behalf of the supplier: |
| | Name & full address | Signature:_____ |
| 2. | Signature :_____ | Name & Designation:- |
| | Name & full address. | |

Witness:-

- | | | |
|----|-----------------------|--------------------------------|
| 1. | Signature:_____ | For and on behalf of the Board |
| | Name & full address:- | Signature:_____ |
| 2. | Signature:_____ | For and on behalf of the Board |
| | Name & full address:- | Signature:_____ |

APPENDIX-II**PERFORMANCE BANK GUARANTEE****(TO BE EXECUTED ON THE APPROPRIATE VALUE OF NON-JUDICIAL STAMPED PAPERS)**

This agreement is made this _____ day of _____ between M/S (Banker's Name) _____ through a company registered under the Companies Act, 1956/Banking Statute/ a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertaking) Act V or 1970 having its registered office at _____ hereinafter called the "Guarantor" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the first part, M/S _____ through (designation of the person signing The Bank Guarantee _____) on behalf of the supplier a company registered under companies Act, 1956, having its registered office at (Address of Registered office _____) hereinafter called the "Supplier" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the second part and the Bhakra Beas Management Board, Chandigarh through Chief Engineer/SO, a statutory body constituted under Section 79 (1) read with Section-80 (6) of the Punjab Re-organization Act, 1966 hereinafter called the 'Board' which expression shall unless repugnant to the context or meaning thereof include its successors and assigns of the third part.

Whereas the supplier had, inter alia, agree to supply to the Board _____ (hereinafter called the "said equipment") on the terms and conditions contained in the P.O. No. _____ dt. _____ (hereinafter _____ called the "said P.O..") Placed by the Board on the supplier and unconditionally accepted by the supplier.

And whereas under Clause 10 of Annexure-B of the said P.O. the supplier is required to furnish a Bank Guarantee for a sum of Rs. _____ (Rupees _____) being the _____ value of all the consignments of the said equipment on account of retention money, which but for this guarantee would be withheld by the Board till such time that the said equipment is received in good condition by the Board and in accordance with the specifications of the same and the said equipment has given satisfactory performance during its warranty period as per Clause 8 & 9 of the Annexure-B of the said P.O. and also till such time that any claim of the Board is pending against the supplier, to guarantee the payment of the retention money on bill submitted against supply of the said equipment on order from time to time upto a

maximum amount of the sum of Rs. _____
(Rupees _____).

And whereas at the request on the supplier the Board has agreed not to retain 10% of the contract price of all the consignments and in lieu thereof to accept a Bank Guarantee equivalent to the 10% of the contract price of all the consignments from the guarantor for the aforesaid purposes & for the due performance of the said PO by the supplier on the terms & conditions hereinafter contained, this deed, witnesseth and it is hereby agreed by and between the parties hereto as follows:-

The Guarantor hereby guarantees to the Board the quality, workmanship and design of the said equipment in accordance with the prescribed specifications and the terms of the said P.O. and that the said equipment when received by the Board shall be in good condition and shall give satisfactory performance during its warranty period as per Clause 8 of Annexure-B of the said P.O. and agrees to indemnify and keep indemnified the Board to the extent of Rs. _____ in the aggregate against all losses, damages, cost, charges and expenses which may be suffered or incurred by the Board on account of non-receipt of the said equipment in good condition or on account of any defect in the said equipment or on account of any breach or breaches on the part of the supplier of any of the terms and conditions of the said P.O. in the supply of and during the warranty period of the said equipment. The guarantor further agrees that the Board shall be the sole judge whether or not the supplies have been made according to the prescribed specifications, design and workmanship and laid down in the said P.O. and whether or not the said equipment has been received in condition by the board and whether or not the said equipment has given satisfactory performance during its warranty period and whether or not the supplier has committed breach or breaches of any of the terms and conditions of the said P.O. and the extent of loss, damages, cost, charges or expenses suffered or incurred by the Board on account thereof. The guarantor hereby guarantees and undertakes to release & pay immediately the amount of Rs. _____ to the Board on receipt of written instructions from the Board and the supplier shall not have any right or cause to interfere. All rights to get the Bank Guarantee encashed shall rest with the Board solely at its discretion without assigning any reason whatsoever.

The guarantor further agrees that this guarantee shall remain in full force and effect for 12 months from the date the material is commissioned /put to use or 18 months from the date of dispatch which ever period may expire earlier. This guarantee

shall be revalidated subsequently for a further period, if required, under Clause 10 of Annexure-B of the said P.O. so as to cover P.O. and also till such time any claim of the Board is pending against the supplier.

The guarantor also agrees and undertakes not to revoke this guarantee before the same is discharged as aforesaid except with the previous consent of the Board in writing.

The Guarantor hereby further agrees that the Board shall have the fullest liberty without affecting in any manner obligation of the guarantor hereunder with or without the consent of the guarantor to vary any of the terms of the said P.O. or to extend time of performance of the said P.O. by the supplier from time to time or to postpone for any time or from time to time any of the powers exercise-able by the Board against the supplier and either to forbear or enforce any of the terms or conditions relating to the said P.O. and the Guarantor shall not be relieved from his liability by reason of any variations or any extension being granted to the supplier or for any variations or any extension being granted to the supplier or for any forbearance, act or commission on the part of the Board, or any indulgence by the Board to the supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor, nor would it be necessary for the Board to sue the supplier before suing the said guarantor for the amount/damages due under this deed of guarantee.

The guarantor hereby further affirms and declares that this guarantee has been executed by their lawfully constituted attorney legally competent to sign and Execute and has been stamped as required for such guarantees under the relevant Act of the state in which it has been executed and signed and the guarantee herein before contained shall not be affected by any change in the Constitution of the Guarantor (Bank) or the Constitution of the supplier.

The Guarantor hereby further agrees that any claim or dispute arising under this deed shall fall within the exclusive jurisdiction of courts at Chandigarh.

Notwithstanding, anything herein before contained the Guarantor's liability under this guarantee is restricted to Rs._____/ - (Rupees_____). The guarantee shall remain valid upto_____. Unless claim in writing is presented to the guarantor within six months from that date and if unpaid, a suit or action to enforce such claim under this guarantee is filed against the guarantor within said period of six months all the rights of the Board under the said guarantee shall be

forfeited and the guarantor shall be released and discharged from all liability thereunder.

In witness whereof the parties hereto have put their perspective hands on the day and the year first above mentioned.

Witness: For & on behalf of the **Guarantor**.

1. Signatures: _____
Name & Designation _____

Witness: For and on behalf of the **Supplier**.

2. Signatures: _____
Name & Designation _____

Witness: For and on behalf of the **Board**.

3. Signatures: _____
Name & Designation _____
